



STEVEN L. BESHEAR
GOVERNOR

EXECUTIVE ORDER

Secretary of State
Frankfort
Kentucky

2013-631
August 30, 2013

By virtue of the authority vested in me by Section 12.210(1) of the Kentucky Revised Statutes, and as Governor of the Commonwealth of Kentucky, I, Steven L. Beshear, do hereby approve an employment contract between **University of Louisville**, and **Stites and Harbison, PLLC**, Louisville, Kentucky as outlined in the attached contract:

Please enter this Executive Order upon the Executive Journal and file the attached Contract with the Executive Order.


STEVEN L. BESHEAR
Governor


ALISON LUNDERGAN GRIMES
Secretary of State

RECEIVED AND FILED

DATE 8/30/13

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY

BY R. Adair

UNIVERSITY OF LOUISVILLE
PURCHASING DEPARTMENT

STATE CONTRACT
FOR PERSONAL SERVICES

Personal Service
Contract Number PS _____
PeopleSoft SpeedType _____
Encumbrance Amt. _____

This Contract ("Agreement") is effective on
receipt at LRC
(date of delivery to the Legislative Research
Commission)
This Contract ("Agreement")
expires 6-30-2014

THIS CONTRACT ("Agreement") is made and entered
into this _____ day of receipt at LRC, 20_____, by and
between the University of Louisville, hereinafter referred to
as the "First Party," and
Stites & Harbison, PLLC

(Name of Individual or Firm)

(Social Security Number/Federal ID Number)

400 W Market Street, Ste 1800, Louisville, Kentucky 40202

(Address)

hereinafter referred to as the "Second Party."*

*Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate.

University of Louisville Employee?

Yes

☐

No

☒

If Yes, Name _____

If yes, Second Party agrees to accept the agreement based on the law set forth in KRS45A.340 as it relates to conflicts of interest of public officers and employees.

WHEREAS, the First Party, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following-described function(s):

Provide legal services and representation for UofL related to health and hospital contract
issues

WHEREAS, the First Party has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

WHEREAS, the Second Party is available and would be qualified to perform such function; and

WHEREAS, for the hereinbefore-stated reasons, the First Party desires to avail itself of the services of the Second Party,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. SERVICES

The Second Party will perform the services which are described with particularity in the attached letter (to which reference is made below) which is made a part hereof as if fully incorporated herein, or, if no letter is necessary, as hereinafter described with particularity as follows. Where applicable, both parties will work with the University of Louisville Office of Communications and Marketing to ensure compliance with the First Party's graphic identity standards and strategic planning/branding initiatives.

perform legal services related to health and hospital contract issues

2. CONSIDERATION

A. FEE

As fee for the services hereinbefore set forth, having been performed to the satisfaction of the First Party, the First Party agrees to pay the Second Party:

a sum not to exceed \$ 75,000.00

to be paid in the following manner or on the following terms: (Please state frequency of payment, amount to be paid for specific services rendered/milestone accomplished).

Invoiced monthly at the State-mandated rates of: Partner \$125/hour; Associate
\$100/hr; Legal Asst/Paralegal \$40/hr; Other Partner Trial/Hearing Time in Court

The Second Party's invoice(s) for fee shall be signed and shall include not less than the following information: State Invoice Form and attorney hours and service by date plus

expenses (included & added in as part of flat fee above per agreement) & fees.

The Second Party shall maintain supporting documents to substantiate invoices and shall furnish same if requested by the First Party.

The First Party payment terms are net 30 days, subject to applicable funding approval.

B. TRAVEL EXPENSES, if authorized herein.

The Second Party shall be paid for no travel expenses unless and except as specifically authorized by this paragraph as follows:

Only with prior approval

Travel expenses, if authorized, shall be billed in the following manner:

on monthly invoice

C. OTHER EXPENSES, if authorized herein.

The Second Party shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized as follows:

only with prior approval

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Second Party of valid, itemized statements submitted periodically for payment at the time any fees are due. The Second Party shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the First Party.

D. MAXIMUM FOR FEE AND EXPENSES

The Second Party's fee, travel expense reimbursement (if any) and other expense reimbursement (if any) relative to the services shall not exceed a total of \$ 75,000.00.

3. INVOICING

- A. *Invoicing for Fee:* The Second Party's fee shall be original invoice(s) and shall be signed by the Second Party. The invoice(s) must conform to the method prescribed under Section (2), Consideration, Paragraph A.
- B. *Invoicing for Travel Expenses:* The Second Party must follow instructions prescribed under Section (2), Consideration, Paragraph B. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous travel expenses.
- C. *Invoicing for Miscellaneous Expenses:* The Second Party must follow instructions prescribed under Section (2), Consideration, Paragraph C. Expenses submitted shall be either original or certified copies.
- D. The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. "No payment shall be made on any personal service contract unless the individual, firm, partnership or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted with each invoice as a condition of payment. The Personal Service Contract Invoice Form shall be used for this purpose and may be found online at <http://louisville.edu/purchasing/forms/pscinvoiceform.pdf>.

4. SIGNIFICANT CONTRACT DATES

A. EFFECTIVE DATE

This agreement is not effective unless and until the agreement is filed with the Legislative Research Commission, with agreement accompanied by documentation of the need for such service and by documentation that state personnel are not available to perform such service or that it is not feasible for state personnel to perform such service.

B. DATES WORK IS TO BE PERFORMED

The period within the current fiscal year in which the services are to be performed under this agreement is from receipt at LRC 20 13 to June 30 20 14.
(Month & Day) (Month & Day)

C. EARLIEST DATE OF PAYMENT

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless and until alternate actions occur as set out in KRS 45A.695(7).

5. EXTENSIONS

At the expiration of its initial term, this agreement may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the Director of Purchasing. The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of the Department of Purchasing and/or the Legislative Research Commission's Government Contract Review Committee.

6. SOCIAL SECURITY

The parties are cognizant that the First Party is not liable for Social Security contributions pursuant to Section 418, 42 U.S. Code, relative to the compensation of the Second Party for this agreement.

7. CANCELLATION

The First Party shall have the right to terminate and cancel this agreement at any time upon thirty (30) days' written notice served on the Second Party by registered or certified mail.

8. PURCHASING AND SPECIFICATIONS

The Second Party certifies by his signature hereinafter that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services or commodities by the First Party. For the purpose of this paragraph and Paragraph 9, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved then "he" is construed to mean any person with an interest therein.

9. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES

The Second Party hereby certifies by his/her signature hereinafter that he/she is legally entitled to enter into the subject agreement and certifies that he/she is not and will not be violating any conflict of interest statute, including KRS 45A.330 - 45A.340, 164.390, 45A.990 or KRS 11A.040 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

All Bidders shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

Conflicts: The Second Party hereby certifies that (1) neither he/she nor any member of his/her immediate family¹ is an employee of the University of Louisville or one of its affiliated corporations ("UofL employee") (2) no officer/managing partner of the Second Party nor any member of the officer's/managing partner's immediate family is a UofL employee and (3) no employee of the Second Party performing services for this Agreement nor that employee's immediate family is a UofL employee. The Second Party further certifies that neither he/she nor any member of his/her immediate family have contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected in the Commonwealth of Kentucky at the election last preceding the date of this Agreement. The undersigned's authorized signatory for the Second Party further swears under the penalty of perjury, that neither he/she nor the Second Party which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of this Agreement to him/her or the Second Party which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

10. COMPLIANCE AND CHOICE OF LAW

Second Party will comply with all applicable law, regulation and University of Louisville Policy. All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by

¹ Immediate family means the individual's biological, foster or adoptive parent, a stepparent, spouse, qualifying adult, a biological, adoptive or foster child, a step child, a legal ward or a person whom the individual has (or had during the person's youth) daily responsibility and financial support, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren of both the individual and spouse and / or qualifying adult. A qualifying adult must be over 18 years of age, and, if a blood relative (or relative by adoption or marriage) must be of the same or younger generation of the individual (as used in KRS 391.010), and, must be residing in the individual's household and have done so for a period of at least 12 months, and, must be financially interdependent (for example, have joint checking account or joint mortgage) for 12 months or longer, and, must be unmarried.

the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

11. FEDERAL SUPPLIER CERTIFICATION

Are federal funds being used? Yes ☐ No ☒

If yes, please have attached Supplier Certification completed.

- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data and materials (hereinafter collectively "Intellectual Property") which are conceived, invented, authored, developed and/or reduced to practice in the performance of this agreement, are the sole property of the University of Louisville Research Foundation, Inc., a Kentucky non-profit corporation as the agent of the First Party for receiving grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of the UofL ("ULRF"), and Second Party agrees to assign and does hereby assign to ULRF all rights, title, and interest in such Intellectual Property. Intellectual Property for which a copyright could be registered, including but not limited to software, computer programs, databases, web pages and documentation, and/or source code, (collectively, "Works") developed by Second Party for First Party, shall be considered "work for hire" such that ULRF, not Second Party, shall have full and complete ownership of all Works developed. Second Party shall provide such Works to First Party when completed, but no later than at the termination or expiration of this Agreement. To the extent that any Works may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, Second Party hereby assigns to ULRF all right, title, and interest in and to any copyright covering such Works, and ULRF shall have the right to obtain and hold in its own name any copyrights, registrations, or other proprietary rights that may be available. Second Party agrees to safeguard and keep confidential said Intellectual Property and all information (including records and dates) acquired from any source or developed by it in the performance of this Agreement. These conditions shall survive this Agreement.
- 13. LOBBYING ACTIVITIES:** The Second Party certifies that it has and will continue to fully comply with the Lobbying Disclosure Act of 1995, and other applicable laws, with regard to services under this Agreement with First Party and will maintain documentation of such compliance available for inspection by First Party as its designated agents. No funds from the agreement are to be used for any campaign for or against any candidate for public office.
- 14. BILLING SERVICES: Audits:** The First Party shall be informed by the Second Party of any audit by the Second Party of its records and operations at the University. The First Party shall receive a full report of any such audits. The First Party or its designee shall have the right to conduct its own audit of the Second Party's records as they relate to this contract by giving seven (7) working days notice to the Second Party. The First Party shall notify the Second Party, in writing, of any deficiency made known as a result of said audits, in their accounting procedures. If the First Party should uncover any billing discrepancies of more than one (1) percent, the cost of such audit shall be at the Second Party's expense.
- 15. INDEMNIFICATION:** The Second Party hereby agrees to indemnify and hold the First Party harmless from and against any costs, liability, expenses (including reasonable attorney fees), damages, and lawsuits whatsoever arising from the Second Party's performance of the terms of this agreement.
- 16. ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION:** Second Party's signature on this Agreement certifies that the Second Party, and where applicable subcontract Second Party, or any person performing services under this Agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the Second Party, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, Second Party will have a process in place such that subcontract vendor(s) and any person performing services under this Agreement will promptly notify the Second Party of such ineligibility. The Second Party will notify the University Purchasing Office within seventy-two (72) hours of the Second Party becoming aware of the governmental ineligibility of the Second Party, any subcontract vendor, or any person performing services under this Agreement.

17. **ENTIRE UNDERSTANDING:** This Agreement represents the entire understanding and agreement between the parties relating to the services and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either University or Second Party. No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.
18. **AUTHORITY TO CONTRACT:** Second Party and the principal signing on its behalf, certifies that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in KY, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

RECOMMENDED BY:

Angela D. Koshewa
Chair/Department Head
Signature confirms that funds are available to cover the cost of these services
Angela D. Koshewa 8/23/2013
Printed Name Date

REVIEWED AS TO FORM & LEGALITY:

Julie DeMunbrun
Attorney, University of Louisville
Julie DeMunbrun 8/23/13
Printed Name Date

RECOMMENDED BY:

Sally Jensen Molsberger
Purchasing Officer or Authorized Representative
Sally Jensen Molsberger 8-23-13
Printed Name Date

UNIVERSITY OF LOUISVILLE

FIRST PARTY:

Mitchell H. Payne
Vice President for Business Affairs
Mitchell H. Payne, J.D. 8/23/13
Printed Name Date

SECOND PARTY:

Greg Davis
Signature & Title
Greg Davis, MEd 8/23/13
Printed Name Date

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

9/21/12

Dept. Name	UNIVERSITY COUNSEL
Dept. Contact	KATE NICHOLS
Dept. Phone	502-852-6981

CONFLICT OF INTEREST CERTIFICATION

By signature below, the Chair/Department Head or the individual(s) that signs the Personal Service Agreement as **Recommended By** in the signature block listed as Chair/Department Head is certifying

(1) that he/she is not and will not be in violation of the University of Louisville Conflict of Interest Policies found at <http://louisville.edu/conflictinterest/policies> by this personal services contract being executed,

(2) that neither he/she nor any member of his/her immediate family has an interest in any business entity/individual involved in the performance of this contract; and

(3) that any potential conflict of interest involving this contract has been disclosed in accordance with UofL's Conflict of Interest policies and,

☒

(A) there was no Conflict of Interest which was required to be managed by a Management Plan; or

☐

(B) this contract is being executed in accordance with an approved Management Plan.


Chair/Department Head


Date

PERSONAL SERVICE CONTRACT INVOICE FORM
GOVERNMENT CONTRACT REVIEW COMMITTEE
LEGISLATIVE RESEARCH COMMISSION

Pursuant to KRS 45A.695, **no payment shall be made on any personal service contract** unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

Invoices shall be submitted every ninety (90) days, unless the personal service contract specifies a different submission time period.

Separate invoices shall be submitted for each distinct matter covered by the personal service contract, and shall be signed by the individual responsible for that matter

The issuance of an invoice to the Commonwealth constitutes an affirmation by the individual, firm, partnership, or corporation awarded the personal service contract that the invoice truly and accurately represents work actually performed, and the expenses actually incurred.

The head of the contracting body shall approve the invoice, indicating that the charges in the invoice reflect the value of the work performed, and all recorded costs and disbursements were reasonably and necessarily incurred in connection with the matter invoiced.

NOTE: All questions must be answered fully. If the space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Any questions regarding the invoice requirements should be directed to the contracting agency.

Contract Number: _____ **Date of Invoice:** _____

Contracting Body

Division, Branch, etc.

1. Name & Address of Contractor:

2. Contractor's Tax I.D. Number: _____

3. Effective Period of Contract:

Starting Date: _____

Ending Date: _____

4. Combined Total Amount Charged in this

Invoice for Services and Reimbursable

Disbursements: _____

5. Dates of Service Covered under this invoice:

Starting Date: _____

Ending Date: _____

6. Is this the FINAL invoice for services performed under this contract:

☐ Yes ☐ No

7. Date of most recent invoice submitted prior to this invoice: _____

8. How often is the contractor required to submit invoices under the terms of the personal service contract:

9. Provide a description of the matter covered by this invoice:

10. Provide a full description of each service provided, including the date each service was performed, the name and title of each individual who worked on the matter, and the time the individual spent on the matter:

11. Provide the hourly rate for each individual working on the matter and the total charge for that individual for each matter involved:

12. Provide the subject matter and recipient of any correspondence:

13. Provide a full description of any work product produced, designating the way in which the work product is associated with the matter being invoiced. (Attorneys Billing for Legal Services: If you contend that any information is subject to privilege, please identify the privileged item, and provide sufficient information to evaluate the claim of privilege):

14. Provide an itemized list of all disbursements to be reimbursed by the state for each matter invoiced and the total charge for that matter:

SIGNATURES:

Contractor: _____

Date: _____

Title: _____

Contracting Body

Approved by: _____

Date: _____

Title: _____

**Legislative Research Commission
Personal Services Contract Proof of Necessity (PON)**

Contract Number _____

UNIVERSITY OF LOUISVILLE

University of Louisville

Agency

Division, Branch, etc.

TYPE OF CONTRACT: ☒ New ☐ Renewal (Renegotiation) or ☐ Extension for Time Only

NOTE: All questions must be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

1. Name & Address of Contractor:

Stites & Harbison, PLLC
400 W Market Street, Ste 1800
Louisville, KY 40202

2. Effective Period of Contract:

Start Date: receipt of LRC
End Date: 6-30-2014

3. Explain work to be performed. (Be specific. Include: Description of project; type(s) of service to be delivered; reports or products to be prepared; reason for duration of contract; etc.)

Legal services related to health and hospital contract issues. Stites & Harbison, PLLC has the legal background and experience working with University of Louisville health/hospital administrators, physicians, Louisville Medical Center, Inc., and Kentucky One Health. Recent developments in the hospital relationships at the Louisville Medical Center make it critically important for University of Louisville to contract with a legal firm that is familiar with the issues and does not have a conflict of interest.

- 4. A.** Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? no If yes, explain: _____
- B.** Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? _____

5. FINANCIAL AND CONTRACT COST DATA:

A. Total Projected Cost of Contract: \$ 75,000.00

Source of Funds: Federal: \$ _____ State: \$ 75,000.00 Local/Other: \$ _____

B. If contract is supported by federal funds, indicate: grant/project title; grant I.D. number; and CFDA number: _____

C. If contract is supported by state funds, indicate source(s) and amount(s) (i.e., General Fund, Trust and Agency, Other):
General

D. Was the contract cost included in the original Budget Request? ☐ YES ☒ NO If no, explain: _____

E. Describe in detail how the projected cost of the contract was derived (attach proposed budget when applicable):

F. Basis for Payment: *Hourly: \$ 125.00 per hour *Per Diem: _____ per day
*Fee for Service: \$ _____ per service *Other - Explain: \$100/Associate
\$40/Paralegal

G. Method of Payment: *Straight Disbursement ☒ *Inter-Account ☐

H. Frequency of Payment: *Monthly ☒ *Quarterly ☐ *Upon Completion ☐
*Other ☐ Explain: _____

I. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: _____

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contract. If individual, attach name and social security number.

J. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? no

6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

Sole Source. No conflict of interest exists.

7. Name and address of other provider(s) considered to perform the service:

Emergency contract. Sole source.

8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):

9. PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:

A. Name and Title of Responsible Person: Angela D. Koshewa, University Counsel
Office and Location: 206 Grawemeyer Hall, UofL, Louisville, KY 40292
Telephone Number: 502-852-6981

B. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

Stites & Harbison, PLLC will be in daily contact with the Executive Vice President for Health Affai

+

SIGNATURES:

RECOMMENDED BY: [Signature]

DATE: 8/23/2013

Title: University Counsel

APPROVED BY: [Signature]

DATE: 8/23/13

Vice President for Business Affairs



David L. Dunn, M.D., Ph.D.
Executive Vice President for Health Affairs
Professor of Surgery, Microbiology and Immunology

August 23, 2012

David Martin
Director of Purchasing
University of Louisville

Dear Mr. Martin:

I am writing to request the general legal services of Stites & Harbison, PLLC effective immediately to advise our office in the matter concerning UK and Norton Healthcare as it relates to the recently announced arrangement relative to the state's two children's hospitals. As you know, the University has a long standing relationship with this firm. Jennifer Elliott, a former Member/Partner of the firm, who is now an Associate Vice President for Health Affairs at UofL, along with Greg Davis, another member of the firm, were the lead attorneys for University Medical Center, Inc. (UMC) in our successful negotiations for a health system partner. The existing attorneys at Stites have the experience and expertise in handling health care-related matters, and specifically, their experience in handling the UMC transaction with KentuckyOne Health, makes the firm's services necessary.

I am, therefore, requesting a waiver to engage the services of Stites & Harbison, PLLC. as a sole source provider.

Please let me know if further information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Dunn", written over a horizontal line.

David L. Dunn, M.D., Ph.D.

CS